

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

Cleared

CSG

Dist. 6/24/2020 MW

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 PAGES

AGREEMENT NUMBER

M53530

AMENDMENT NUMBER

1

Purchasing Authority Number

1

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Deloitte Consulting LLP

2. The term of this Agreement is:

START DATE

April 20, 2020

THROUGH END DATE

August 20, 2020

3. The maximum amount of this Agreement after this Amendment is:

\$21,133,598.00 Twenty-One Million One Hundred Thirty-Three Thousand Five Hundred Ninety-Eight Dollars and No Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Agreement entered into April 20, 2020 by and between the Employment Development Department, hereinafter referred to as EDD, and Deloitte Consulting LLP, hereinafter referred to as Contractor, is hereby amended to:

Extend the term of the contract, increase the dollar amount and update exhibits

Specific:

Extend contract by exercising option for an additional two months extending the end date from June 20, 2020 to August 20, 2020.

Increase the dollar amount of the contract by \$9,998,933.00 from \$11,134,665.00 to \$21,133,598.00.

Remove Exhibit A, Statement of Work, in its entirety and replace with the updated Exhibit A.

Incorporate Exhibit A-1, Acceptance Document

Incorporate Exhibit A-2, Work Authorization Form

Remove Exhibit B, Budget Detail and Payment Provisions, in its entirety and replace with the updated Exhibit B.

Remove Exhibit B-1, Cost Worksheet, in its entirety and replace with the updated Exhibit B-1.

Remove Exhibit F, Additional Legal Terms Require for FEMA Reimbursement, and replace with updated Exhibit F

Incorporate Exhibit G, Obligations Of The Contractor

*All other terms and conditions shall remain the same.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Deloitte Consulting LLP

CONTRACTOR BUSINESS ADDRESS

[REDACTED]

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

Director US Government Markets

CONTRACTOR AUTHORIZED SIGNATURE

[REDACTED]

DATE SIGNED

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

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AGREEMENT NUMBER

M53530

AMENDMENT NUMBER

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Purchasing Authority Number

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

[REDACTED]

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

Chief Business Operations Planning &amp; Support Div

CONTRACTING AGENCY AUTHORIZED SIGNATURE

[REDACTED]

DATE SIGNED

6/23/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per Governor's Proclamation of a State  
Emergency, effect March 4, 2020 (GC Sections  
8625-8629)

## EXHIBIT A STATEMENT OF WORK (SOW)

### 1. OBJECTIVE

The global COVID-19 epidemic has reached the state of California and now presents a serious threat to the health of its residents and its economic prosperity. With the Governor's declaration of a State of Emergency on March 4, 2020, interventions are urgently needed to mitigate its impacts.

Deloitte Consulting LLP (hereinafter referred to as the "Contractor") agrees to provide the Employment Development Department (hereinafter referred to as "EDD" or the "State"), augmenting EDD's Unemployment Insurance (UI) Telephone Claims Center (TCC).

These services are required immediately due to the surge in unemployment claims being filed by individuals that have lost their jobs as a result of the COVID-19 pandemic.

Calls to EDD's UI TCC have increased dramatically as a result of COVID-19 related mass layoffs around State of California and EDD's UI TCC staff cannot keep up with this volume. This inability to handle the call volume is leading to much frustration with the public, compounding the fear and uncertainty they are facing financially.

Contracting with a private Contractor (Contractor) who can provide staff and service augmentation to EDD's UI TCC operation will quickly increase EDD's ability to handle the increase in call volume and will assist in our ability to process claims more expeditiously and assuage much of the public's concerns.

EDD reserves the right to shift priorities within the scope of work at any time upon notice to the Contractor. Therefore, the Contractor must provide a price for each of the project areas described in this emergency procurement.

The new capacity that the augmented Call Center provides will, in conjunction with the existing State of California UI TCC operation, significantly advance the State's goal of enrolling all those individuals that are eligible for unemployment insurance benefits.

The augmented Call Center project will commence when the contract is signed and will have a term of two months with an option to add four (4) 1 month extensions.

### 2. TERM/PERIOD OF PERFORMANCE

The period of performance for the Amendment (also referred to in this SOW as the "Contract") shall be four (4) months from April 20, 2020 or upon approval, whichever is later, through August 20, 2020. **Amendment 1 is effective from June 21, 2020 through August 20, 2020.**

The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of the Contract shall be considered voluntary on the part of the Contractor and non-compensable.



### 3. CONTRACT REPRESENTATIVES

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or e-mailed and directed to the addresses then prevailing.

The Business Contract Manager during the term of this Contract will be:

State:	Employment Development Department	Contractor:	Deloitte Consulting LLP
Unit:		Name:	
Name:		Address:	
Address:			
Phone:		Phone:	
e-mail:		e-mail:	

### 4. PROJECT TASKS/DELIVERABLES

The Contractor, may initially provide a team of 500 or more telephone agents which will have access to EDD contact center and corresponding system(s) of record technologies in order to answer, diagnose and resolve or properly transfer if outside of an agreed set of call drivers. EDD will assist in training by providing training materials.

The primary scope for the augmented Call Center operation is to assist EDD's Call Centers operation by providing call center services to include staff who can help respond to an extraordinarily high call volume for UI Original Claim applications and Pandemic Unemployment Assistance (PUA) applications and inquiries. 500 Contractor's agents are to ramp up as quickly as possible to commence work at the start of the contract, and EDD may seek additional agents at a later date. Contractor must use EDD's Verizon VCC solution or another agreed upon solution and provide proper staffing is maintained during call center operational days and hours in accordance with a staffing plan mutually agreed to by the parties. The Contractor's agents will be trained on EDD policies and procedures for in scope UI services and support.

The Contractor must provide call center operations and oversight including project management and reporting on contract activities to EDD.

Other Services that may be required, subject to EDD approval will be executed using the Work Authorization Form (Exhibit A-2).

#### Command Center

Contractor will provide ongoing project management, oversight and reporting to EDD. Specifically, these tasks will consist of the following:

- **Project Management:** Continue PM oversight to coordinate the transition and knowledge transfer activities to the EDD for the command center functions, managing escalations, and executive comms.
- **Reporting:** Continue current services and lead the knowledge transfer activities working with designated EDD managers and staff to transition the reporting to the staff using the data sources Deloitte uses.

- **Incident Management:** Continue incident management services – triage, address and resolve technical issues around tools such as VDI, VCC, SCDB, CUBS, and SharePoint for Deloitte managed agents.

### **Agent Deployment**

Contractor will deploy an initial tranche of 500 or more customer service agents to support the surge in call volumes; number of agents will fluctuate as needed during the period as agreed to by the parties.

Responsibilities will include:

- **WFM & Utilization:** Continue services to assist in transition and perform knowledge transfer activities for transition to the EDD.
- **Training:** Continue services for training Deloitte managed agents and provide agents with educational and support resources.
- **Provisioning:** Continue services to coordinate and manage provisioning requests for Deloitte agents with EDD and manager master database.
- **Q&A & Performance Management:** Continue services to provide oversight and management of the Deloitte agents.

### **Agent Support**

Contractor will provide agent provisioning and first level technical support (Incident Management) to the call center agents, and assumes the role of single point of contact between EDD and the agents. This includes, but not limited to:

- Assist agents with logon process
- PC issues and connectivity
- Managing VCC password resets
- Resolving first level technical issues including:
  - CUBS
  - MFA
  - SCDB
  - SharePoint
  - UI Intake Form
  - VCC
  - VDI access
- Tracking trends and patterns

Contractor will email the [REDACTED] for issues that cannot be solved with first level triage, and require EDD resolution. The SD will attempt to resolve or escalate to ITB Tier 2/3 or UI for additional troubleshooting efforts.

### **Staff Qualifications**

All references to "Contractor staff", "Contractor agents", and "Contractor management" include subcontractors and all subcontractor personnel are subject to the same requirements and standards as Contractor personnel, including but not limited to all confidentiality requirements.

### **Accessibility and Staffing:**

- A. The Contractor will assume a support role to help the current UI hotlines through an augmented Call Center.



- B. The Contractor will be required to hire staff who have strong communication and interpersonal skills.
- C. The Contractor's agents must be able to assist English and Spanish speaking individuals. **Any new agents hired need to be California based with a goal of many being bilingual skilled.**
- D. The Contractor's agents who are taking calls must use EDD's Verizon VCC solution or such other solution agreed to by the parties and ensure proper staffing is maintained during call center operational days and hours in accordance with the parties staffing plan.
- E. The current hours of operation (PST) for the augmented Call Center operation will be as follows, and staffed in accordance with the agreed to staffing plan:

Monday 8:00 a.m. to 8:00 p.m.  
Tuesday 8:00 a.m. to 8:00 p.m.  
Wednesday 8:00 a.m. to 8:00 p.m.  
Thursday 8:00 a.m. to 8:00 p.m.  
Friday 8:00 a.m. to 8:00 p.m.  
Saturday 8:00 a.m. to 8:00 p.m.  
Sunday 8:00 a.m. to 8:00 p.m.

These hours may be expanded or contracted by the EDD. Support for Incident Management will be provided from 8:00a.m. to 8:00p.m. on weekdays, and on-call basis on weekends from 8:00a.m. to 8:00p.m. (or agreed upon approach with the State).

- F. The Contractor's augmented Call Center agents need to escalate callers threatening self-harm or that are threatening the agent. Calls will be escalated as determined by EDD and communicated to Deloitte.
- G. The Contractor's agents must transfer more complex calls to EDD utilizing the features and capabilities of the technology provided by EDD.

**Objectives:**

Weekly, Deloitte and EDD will meet to discuss the staffing levels required to address the call volumes.

**Caller Assistance/Information Dissemination:**

The Contractor's information dissemination responsibilities include, but are not limited to, providing UI benefits information to callers.

**Handling Complaints:**

- A. Accept information on complaints about the programs and provide written information on complaints to EDD for follow up as determined by EDD and communicated to Deloitte.
- B. Respond to complaints either directly or by capturing the information and referring it to EDD staff. Once EDD has investigated the complaint and determined the outcome, EDD will inform the person who made the complaint. The Contractor will use EDD's technology to log such complaints.

**Access to EDD Resources:**

The Contractor will have access to the EDD UI system and other technology available to EDD UI staff, as may be authorized by EDD.

**Assumptions:**

1. A staffed hour ("Staffed Hour") represents time spent talking with clients, after call work, QA, supervisor time, workforce management, technology integration, time spent logged into the phone system to handle customer calls, and all other functions that call center personnel will perform hereunder. Staffed Hours will include required breaks, training and briefing activities and is the time entered by agents in their company's internal time tracking system.
2. EDD approves the Contractor's use of the following subcontractors to perform work under this SOW: Verizon, Senture, Harte Hanks, AnswerNet, Fortuna, Activus, and Eventus.
3. The provisions required for FEMA funded contracting attached hereto as Exhibit F, entitled "Additional Legal Terms Required for FEMA Reimbursement" are incorporated herein to the extent applicable.
4. For this Agreement, the warranty period under Section 18(a) of GSDP401IT shall be thirty (30) days from delivery rather than one year.

**5. CONTRACTOR RESPONSIBILITIES**

- a. The Contractor will provide its own equipment necessary to perform the required duties.
- b. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- c. The Contractor will adhere to the EDD policies and procedures, guidelines and templates including access and security requirements.

**6. EMPLOYMENT DEVELOPMENT DEPARTMENT RESPONSIBILITIES**

- a. Designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- b. Provide a timely review and approval of information and documentation provided by the Contractor to perform its obligations.

**7. PERFORMANCE**

The EDD will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or the products produced by the Contractor fail to meet the EDD conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes (this section 7 shall only apply to the extent that Deliverables are provided by Contractor as part of the Services):

- a. The EDD will notify the Contractor after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor. The costs related to rework of unacceptable work products shall not be billed to the EDD.
- b. The Contractor will respond to the EDD by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all



applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the EDD's initial problem notification within the required time limits may result in immediate termination of the Contract.

In the event of such termination, the EDD shall pay all amounts due the Contractor for all work accepted prior to termination.

- c. The EDD will notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the EDD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the EDD's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the EDD shall pay all amounts due the Contractor for all work accepted prior to termination.
- d. The EDD will notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, the EDD shall pay all amounts due the Contractor for all work accepted prior to termination.

## 8. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the EDD's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate EDD personnel. The EDD personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The EDD personnel include, but are not limited to, the following:

First level:

██████████ - Unemployment Insurance Deputy Director

Second level:

██████████ - Information Technology Deputy Director

Third level:

██████████ - Director

## 9. AMENDMENTS

Consistent with the terms and conditions of the original agreement, and upon mutual consent, the EDD and the Contractor may execute amendments to this Agreement, including revisions to Exhibit A – Statement of Work (i.e. objective, project tasks and deliverables). There shall be options to amend for additional time and funds. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

## 10. CANCELLATION

The EDD may exercise its option to terminate the Contract at any time with 30 calendar days' prior written notice. In the event of such termination, the EDD shall pay all amounts due the Contractor for all tasks/deliverables accepted prior to termination.



## 11. OTHER CONTRACT CONSIDERATIONS

- a. The Contractor will act as prime contractor under this Contract. In addition to identifying all personnel proposed to work under this Contract, the Contractor shall also identify its subcontractor affiliation, as applicable.
- b. The EDD reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- c. Nothing contained in this Contract shall create any conceptual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the EDD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- d. If a subcontractor is a California Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- e. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- f. Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractor's that had a DVBE firm preform any element of work for a contract to report DVBE information.

Prime Contractors are required to maintain records supporting the information that all payments to DVBE subcontractor(s) were made. The Prime DVBE Subcontracting form can be found at the following link:

[https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd\\_810P.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_810P.pdf) and the instructions can be found at the following link: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/File-a-DVBE-Subcontractor-Report#@ViewBag.JumpTo>. Completed forms are to be e-mailed to: [primeDVBE@state.ca.gov](mailto:primeDVBE@state.ca.gov).

## 12. FEDERAL TAX ADMINISTRATION REQUIREMENTS

Subject to the Internal Revenue Service (IRS), federal tax information (FTI) requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per General Provisions – Information Technology (GSPD-401), clause 23, Termination for Default.

## 13. SECURITY AND DATA PROTECTION REQUIREMENTS

The EDD must ensure agreements with state and non-state entities include provisions, which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with Exhibit E, Security and Data Protection.

**EXHIBIT A-1  
ACCEPTANCE DOCUMENT**

CONTRACTOR NAME: \_\_\_\_\_

EMPLOYMENT DEVELOPMENT DEPARTMENT CONTRACT NUMBER: \_\_\_\_\_

ACCEPTANCE DOCUMENT (AD) NUMBER: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

TOTAL COST: \$ \_\_\_\_\_

DESCRIPTION:

EMPLOYMENT DEVELOPMENT DEPARTMENT ACCEPTANCE OR REJECTION:

AUTHORIZED AND APPROVED:

\_\_\_\_\_  
CONTRACTOR OFFICIAL SIGNATURE / DATE  
DEPARTMENT

\_\_\_\_\_  
EMPLOYMENT DEVELOPMENT

\_\_\_\_\_  
CONTRACT ADMINISTRATOR SIGNATURE /  
DATE

**Note: Once the Contractor and the Employment Development Department have approved the AD as stipulated in the contract, the Contractor may submit an invoice to the Employment Development Department. Refer to payment terms in Exhibit B.**



**EXHIBIT A-2  
WORK AUTHORIZATION FORM**

The task/deliverable(s) will be performed in accordance with this Work Authorization and the provision of Contract Number:

WORK AUTHORIZATION NUMBER	PAGE(S)  of
---------------------------	-------------------

TITLE OF TASK/DELIVERABLE

TASK/DELIVERABLE SUMMARY *(Brief description of task/deliverable to be performed under work authorization)*

START DATE	COMPLETION DATE
TOTAL ESTIMATED LABOR HOURS	TOTAL ESTIMATED COST

**APPROVALS**

CONTRACTOR CONTRACT ADMINISTRATOR NAME

TITLE

SIGNATURE

DATE

EMPLOYMENT DEVELOPMENT DEPARTMENT CONTRACT  
ADMINISTRATOR NAME

TITLE

SIGNATURE

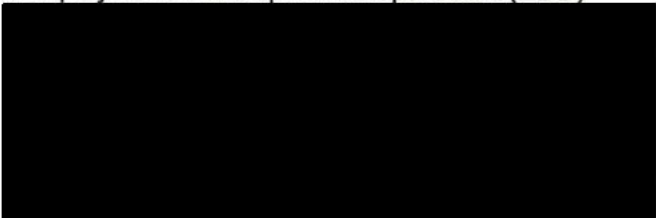

DATE

**WORK AUTHORIZATIONS (WA)**

- a. Each WA shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor and all information requested to be provided per WA form, Exhibit A-2.
- b. All WA must be in writing prior to beginning work and signed by the Contractor and the EDD Technical Contract Manager.
- c. The EDD has the right to require the Contractor to stop or suspend work on any WA.
- d. Personnel resources will not be expended (at a cost to the EDD) on task/deliverable accomplishment in excess of estimated work hours required unless the procedure below is followed:
  - (1) If, in performance of the work, the Contractor determines that a WA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the EDD in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, the EDD may:
    - (a) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA;
    - (b) Terminate the WA; or
    - (c) Alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.
  - (2) The EDD will notify the Contractor in writing of its decision within seven (7) calendar days after receipt of the notification. If notice of the decision is given to proceed via an amended WA signed by the Contractor and EDD, the Contractor may expend the estimated additional work hours for agreed upon services. The EDD agrees to reimburse the Contractor for such additional work hours.



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Payment for services performed under this Contract shall be monthly in arrears for services satisfactorily rendered and upon receipt and approval of the invoice. An Acceptance Document, Exhibit A-1 is required from the EDD Contract Manager before processing an invoice for payment.
2. Upon successful completion and acceptance of each project task/deliverable identified in a Contract, the Contractor will submit an invoice for payment associated with the individual payment amounts. Payment shall be based on the cost worksheet and acceptance by the EDD.
3. Invoices shall be submitted, and shall identify labor and costs charged. Invoices shall be submitted monthly, in arrears, however, invoices shall be due and payable, and payment shall be made, only after the EDD acceptance under this Contract.
4. The Contractor costs related to items such as travel and per diem are costs of the Contractor, shall be inclusive of the monthly rate, and **will not be paid separately** as part of this Contract.
5. Submit your invoice using ONE of the following options referencing the Contract Number or Agency Order Number:
  - a. Send via U.S. Mail in **TRIPLICATE** to:  
Employment Development Department (EDD)  

  - OR
  - b. Send electronically to: 
6. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer a contract amendment to the Contractor to reflect the reduced amount.
8. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

### EXHIBIT B-1 COST WORKSHEET

The Contractor shall provide all labor, materials, and equipment necessary to provide the services for **Coronavirus Disease COVID-19 Emergency Response Solution** in a time and material basis for hours worked in accordance with the specifications described in the SOW, Exhibit A, at the rates schedule specified below. **Payment for services performed under this contract shall be monthly.** Submission of this information is required.

#### Estimated Cost Worksheet

Work stream	Total Estimated Cost
Subtotal, estimated cost for first two months (April 20 – June 20, 2020)	\$11,134,665.00
Subtotal, estimated cost for two-month extension (June 21 – August 20, 2020)	\$9,998,933.00
Command Center	\$156,783.00
Agent Deployment	\$237,150.00
Agents (170,000 hours)	\$9,605,000.00
<b>Grand total, estimated cost (not to exceed for first four months)</b>	<b>\$21,133,598.00</b>

The State and Contractor reserves the right to shift hours between labor categories, provided the total resulting invoiced amount does not exceed authorized funding.

Work stream Classifications	Hourly Rate
Engagement Partner	\$ 362.50
Project Manager	\$ 315.00
Senior Analyst	\$ 257.00
Analyst	\$ 155.00
Agents	\$ 55.00
California-based Agents	\$58.00
Agent Supervisor	\$58.00



**Qualifications for above Category Descriptions:**

**Engagement Partner:**

Those in the Engagement Partner category will serve as the engagement managers or senior subject matter expert. Individuals named to this category must have significant direct experience in providing related services, including but not limited to those services specifically outlined in this SOW. They must be available to meet with DOL leadership virtually.

**Project Manager:**

Project Managers will be responsible for developing project work plans and schedules for deliverables, coordinating, delegating, and managing the assignments for consultant staff, and serving as the point of contact for issues, project status, meetings, and deliverables. The Project Managers will also be responsible for updating the Engagement Partner/s on the status of a project and any issues that may arise. Project Managers must have at least seven years of experience in related work. They must also be available to meet with DOL leadership virtually.

**Senior Analyst:**

The Senior Analysts, working under the Project Managers, will be responsible for the analysis and resolution of program issues on which the project seeks advice or guidance. These issues include, but are not limited to those outlined in the SOW. The Senior Analyst should have at least four years' experience in related work.

**Analyst:**

The Analyst, working under the Project Manager and with the Senior Analyst, will serve in a capacity similar to that of the Senior Analyst. The Analyst must have at least two years' experience in strategy related work.

**Agents:**

Call center agents will be professional call center staff that have the training and experience to meet the requirements of the SOW. Agents will be billed based on "Staffed Hours".

**Agent Supervisor:**

Agent Supervisor will be professional supervisor staff that have the training and experience to meet the requirements of the SOW. Agent Supervisors will be billed based on "Staffed Hours".

**EXHIBIT F**

**ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT**

**A. Early Termination**

Contract may be terminated pursuant to Termination for Convenience and Termination for Cause language in GSPD401IT in Sections 22 and 23 thereof, incorporated by reference into the contract.

**B. Remedies**

In the event of a breach by the Contractor of any term or provision of this Agreement, the state shall have the right to pursue all remedies set forth in the GSPD401IT.

**C. Compliance with the Contract Work Hours and Safety Standards Act (where applicable)**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph C.1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph C.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C.1 of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety



Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C.2 of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph C.1 through C.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C.1 through C.4 of this section.

#### **D. Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

2. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **E. Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

2. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **F. Debarment and Suspension Clause**

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the state. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**G. Byrd Anti- Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the state.

**APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or



employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**CONTRACTOR**

By \_\_\_\_\_  
Date \_\_\_\_\_

**H. Procurement of Recovered Materials**

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**I. Access to Records**

1. The following access to records requirements apply to this Agreement:

- i. The Contractor agrees to provide the state, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the state and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**J. Department of Homeland Security Seal, Logo, Flags**

1. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**K. Compliance with Federal Law, Regulations, and Executive Orders**

1. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**L. No Obligation by Federal Government**

1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**M. Program Fraud and False or Fraudulent Statements or Related Acts**



1. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

**EXHIBIT G**  
**OBLIGATIONS OF THE CONTRACTOR**

- A. ADA compliance. The Contractor warrants that it is in compliance with the Americans with Disabilities Act (ADA) and all regulations issued there under and that it will comply in all respects with the provisions of the Act and regulations there under, in its performance of its scope and responsibilities hereunder. The Contractor shall advise Contracting Agency of any exemptions, exceptions to or waivers from this statutory requirement; the Contractor shall notify Contracting Agency of Contractor ADA-related accessibility and other accommodating ADA-related arrangements upon request. Contracting Agency shall notify the Contractor in advance of any special accommodations needed that require Contracting Agency cooperation or provision, when such needs are known by Contracting Agency. The Contractor agrees to hold harmless the state and Contracting Agency, and state and Contracting Agency employees from any and all third party claims arising from ADA violations by Contractor regarding its staffed agents that occur within the scope and responsibility of the Contractor and its activities.
- B. High-Road Labor Standards. The Contractor warrants that it and any subcontractors it may use to fulfill this agreement will satisfy the following high-road labor standards:
- a. Fair wages. All employees performing work to fulfill this agreement shall be paid no less than the minimum Trainee Wage set by the Employment Training Panel for the county in which the work is performed, or the applicable federal, state, or local minimum wage, whichever is greater. Healthcare benefits valued at up to \$2.50 per hour can be used to meet this wage requirement.
  - b. Fringe benefits. Fringe benefit contributions shall be made on behalf of each employee performing work to fulfill this agreement in an amount no less than the fringe benefit contributions required by the most recent Service Contract Act area-wide wage determination issued by the United States Secretary of Labor for the locality in which the work is performed.
  - c. No misclassification. Individuals performing work to fulfill this agreement shall not be misclassified as independent contractors.
  - d. Paid sick leave. The Contractor and any subcontractors performing work to fulfill this agreement shall comply with all applicable federal, state, and local laws pertaining to paid sick leave, including any anti-retaliation provisions contained in such laws.
  - e. Workplace safety and health. The Contractor and any subcontractors performing work to fulfill this agreement will comply with all applicable safety and health requirements, including those identified in Cal/OSHA's



Interim Guidelines for General Industry on 2019 Novel Coronavirus Disease (COVID-19), including requirements applicable to worksites where COVID-19 exposure is a known hazard. The Contractor and any subcontractors will comply with Labor Code sections 6310 and 6311 pertaining to protection of employees who file complaints or refuse to work in the face of hazardous conditions.

- f. Labor peace. To protect the state's proprietary and economic interests, as well as the public interest, in providing [COVID-19 response efforts] without interruption due to the economic effects of a labor dispute, the C[contractor and any subcontractors performing work to fulfill this agreement] shall either enter into a labor peace agreement with any organization of any kind in which its employees staffed hereunder participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and which requests a labor peace agreement, or, if it opts not to do so, as the sole ramification for not doing so, should such lack thereof give rise to interruption of the services by Contractor, Contractor may not claim force majeure as an excuse for such interruption. The labor peace agreement shall include a binding and enforceable provision(s) prohibiting the organization and its members from engaging in picketing, work stoppages, boycotts, or any other economic interference for the duration of the labor peace agreement, which must include the entire term of this agreement. Nothing in this paragraph shall be construed as requiring the [Contractor or any subcontractor] to change terms and conditions of employment for its employees, recognize a labor organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.
- g. Hiring unemployed workers. Contractor will request that status as a worker rendered unemployed as a result of the pandemic be considered as a factor for hiring for staffing hereunder, in the revised sub-agreements for this Agreement (in addition to the others identified in this Agreement).